

**CENTERVILLE
COMMUNITY
SCHOOL DISTRICT**

MASTER CONTRACT

2006-2007

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PREAMBLE

THIS AGREEMENT MADE AND ENTERED INTO by and between the Board of Education of the Centerville Community School District (hereinafter referred to as the "Board") and the Centerville Education Association (hereinafter referred to as the "Association").

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Centerville Community School District is their mutual desire.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, **IT IS AGREED AS FOLLOWS**,

I. RECOGNITION

The Board recognizes the Association as the certified, exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board certification instrument (Case No. 380: issued by the Public Employment Board on the 24th day of September 1975).

The unit described in the above certification is as follows:

Included:

All regular full-time and part-time certified personnel of the Centerville Community School District, kindergarten through grade twelve, consisting of classroom teachers, physical education teachers, art teachers, music teachers, counselors, school nurses, Chapter I teachers, and librarians.

Excluded:

Substitute teachers, student teachers, administrators, athletic directors, and non-certified employees, and all other persons excluded by Section 4 of the Public Employment Relations Act.

The term "employee" as used in this Agreement, shall mean all personnel in the bargaining unit as defined and certified by the Public Employment Relations Board.

II. GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A grievance is a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. Grievant: Any member of the bargaining unit and/or the Association.
3. Party in Interest: A "party in interest" is the grievant and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the contract problem.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee, or the Association to informally discuss any problem affecting the employee or the Association with any appropriate member of the Administration or the Board, and to have the problem adjusted, provided that the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year-End Grievance: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty days thereafter.
3. Level One - Principal or Immediate Supervisor (informal): The grievant shall first discuss it with the principal or immediate supervisor within ten school days from the time of the occurrence of the event questioned or from the time when such event might reasonably have been ascertained to have occurred, with the objective of resolving the matter informally. If the employee requests, the Association's designated representative shall be present.
4. Level Two - Principal (formal): If a grievance still exists after the informal discussion with the principal or immediate supervisor at Level One, the grievant may invoke the formal grievance procedure either individually or through the Association on the form set forth in Schedule A. The grievance form shall be available in the office of each principal in each building and said form shall be signed by the grievant. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor and to the Association representative in such building within ten (10) school days from the time of the Level One meeting.

If the grievance involves more than one school building, a copy shall be delivered to the Superintendent or designee, and the Superintendent may direct that processing of such grievance commence at Level Three and proceed as hereinafter set forth.

The appropriate principal or immediate supervisor shall indicate the disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy to the Association.

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to Level Three.

5. Level Three - Superintendent: The Superintendent or designee shall meet with the grievant and the Association within five (5) school days of receipt of the grievance by the Superintendent. Within ten (10) school days of receipt of the grievance, the Superintendent or designee shall indicate the disposition of the grievance in writing and shall furnish a copy to the Association.

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to Level Four.

6. Level Four - Arbitrator: If, within ten (10) school days following Level Three, the grievant submits a request to the Superintendent to enter into arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) school days, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall then alternate removing names until one remains. The person whose name remains shall be the arbitrator.

The arbitrator shall confer with the Superintendent and the grievant, hold hearings promptly, and issue a decision not later than fifteen (15) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date that the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the Agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights of the Board by constitutional provisions, statute, ordinance, or special legislative acts. The decision of the arbitrator shall be submitted to the Superintendent and the grievant and shall be final and binding on the parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and the actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employees to Representation

1. Employee and Association: Any grievant may be represented at all stages of the grievance procedure by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels.
2. Released Time: All meetings will be held outside the teacher day when possible. When it is necessary for a grievant or an Association representative to be present at a meeting at Level Three and Level Four of the grievance procedure during regular school hours, the grievant and representative shall be released without loss of compensation.

E. Miscellaneous

1. Meetings: All meetings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representative, hereto referred to.

III. DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of assignment shall be as set forth in Schedule B.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10th) of total dues from the regular salary check of the employee each month for ten months, beginning in October and ending in July of each year.

C. Pro-Rated Deduction

Employees who begin dues deduction after October shall have the total dues pro-rated on the basis of the remaining months of employment through July.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and the Association.

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within five (5) school days following each regular period, and a listing of the employees for whom deduction was made.

F. Hold Harmless

The Association agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the foregoing provisions for dues deductions.

G. Other Payroll Deductions

Upon appropriate written authorization from the employee, filed with the Superintendent at least ten (10) days prior to any regular payroll date, the Board shall deduct from the salary of any employee and make appropriate remittance for United Way, U. S. Savings Bonds, tax shelter annuities, Horace Mann Life Insurance, I.S.E.A. Credit Union protective income plans, and any other deduction mutually agreed upon between the Board and the Association.

Such withdrawals shall continue until terminated by written notification from the employee, at least ten (10) days prior to any regular payroll date.

IV. EMPLOYEE WORK YEAR

A. In-School Work Year

1. Regular Contract: The basic school year work year for employees contracted on a ten-month contract shall not exceed one hundred eighty-eight (188) days. New personnel may be required to attend an additional one day of orientation without additional compensation. Current employees who transfer to a new position may be required to attend an additional one-half day for orientation without additional compensation.
2. Extended Contract: The in-school work year of employees contracted on an extended basis shall not exceed two hundred forty-five days (245), including any agreed vacation.

3. Special Contract: The Board may enter into a Special Contract with an individual employee providing for additional services to be rendered by the employee other than during the in-school work year at a salary of \$15.90 per hour and for a term which is mutually agreeable.
4. Definition of In-School Work Year: The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which general staff attendance is required.
5. Non-Attendance: Employee attendance shall not be required whenever general student attendance is not required as a result of a system-wide closing of schools because of inclement weather or other emergency school-wide closing, except that after at least two (2) consecutive days of system-wide closing, employees may be required to attend not more than two (2) days for the purpose of in-school training sessions and general preparation.

B. School Calendar

The Board shall consult with the Association prior to the adoption of or change in the School Calendar. However, the ultimate decision as to such School Calendar shall rest with the Board.

V. EMPLOYEES' HOURS

A. Workday

1. Arrival and Dismissal Time: The normal workday for employees shall not be more than eight hours to be conducted between 7:30 a.m. and 4:00 p.m. (with the exception of early bird/night classes). Employees shall have a minimum of 15 minutes before and 15 minutes after the pupils' school day included in the eight hours of work. On Fridays or days preceding holidays or vacation, the employees may leave the school building at the close of the pupils' school day. The hours described above may be extended when there is a scheduled meeting as hereinafter provided.
2. Noon Duty: All employees shall be guaranteed a duty free uninterrupted lunch period of at least 25 minutes. Employees may leave the building during their lunch period. Nothing in this paragraph limits management's right to schedule and assign school day supervision including but not limited to noon duty supervision.

B. Meetings

1. Faculty and Other: Employees may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings ten (10) days each year. Such meetings shall begin no later than twenty (20) minutes after the student dismissal time and shall run for no more than fifty-five (55) minutes. If additional time is needed, students shall be dismissed early. Meetings shall not be called on Fridays or on any other day immediately preceding any holiday or other day upon which teacher attendance is not required at school.
2. Notice and Agenda: The notice of an agenda for any meeting shall be given to the employees involved at least two (2) days prior to meetings, except in an emergency. Employees shall have the opportunity to suggest items for the agenda.
3. Morning/Evening Meetings: In addition to the faculty or other professional meetings provided in paragraph 1 hereof, employees may be required to attend no more than ten (10) morning/evening assignments or meetings each school year without additional compensation.

4. Work Assignments: Employees may be assigned two extracurricular assignments without additional compensation which are counted as a part of the 10 meetings in paragraph 3 above. Employees, also, will be assigned a third extracurricular assignment and shall receive an activity pass good for the employee. Employees may work a fourth extracurricular assignment for the addition of a guest to the activity pass. The third and all paid assignments shall not count against the 10 meetings in paragraph 3 above. Employees may volunteer for the assignments on a sheet posted prior to the beginning of the school year. Assignments identified after the start of the school year shall, to the extent possible, be made available to volunteers prior to the District requiring employees to work the assigned duty.

VI. STAFF REDUCTION

1. Procedure: Employees shall be selected for layoff within an area or assignment to be reduced after considering the following:
 - a. The need to retain employees with proper certification for the curriculum to be offered.
 - b. The employee within the area or assignment selected for reduction with the least seniority shall be laid off provided the employee is not determined by the superintendent to be needed to maintain or offer another area, and provided further that the District is not required to create part-time positions unless recommended by the superintendent.
 - c. The superintendent shall be responsible for determination of the individuals to be retained in the staff reduction situation.
2. Recall: Any teacher terminated pursuant to this policy shall have recall rights to any position for which he or she is qualified or for which he or she may become qualified, for a period of two years from the effective date of termination. Teachers shall be recalled in reverse order of termination according to their area of qualifications. Teachers recalled shall retain their proper steps of the salary schedule as of the date of the termination and shall be entitled to all benefits of any Agreement then in force between the Board and the Association.
3. Seniority: For the purpose of this Article seniority shall be determined by the total number of full-time equivalent years of service in the District. A year of service in the District consists of ninety (90) teaching days or more in one school year. If two or more teachers have the same number of years of full-time equivalent service in the

District, the employee whose contract of employment was accepted by the Board on the earliest date shall be most senior. If two or more employees are still equal in seniority, seniority shall be determined by lot.

VII. SAFETY PROVISIONS

A. Employee Facilities

An employee shall be provided a desk, chair, and storage area. In addition, the Board shall provide such safety equipment and devices as it deems necessary for the performance of the assigned duties by the employee and the employee shall see that such special safety equipment and devices are utilized at all appropriate times.

B. Personnel and Building Safety

1. Reports: An employee shall report any safety hazard immediately to his principal or immediate supervisor. The principal or immediate supervisor shall make a written report of the complaint and forward the same to the Superintendent.
2. Safety Committee: A Safety Committee consisting of at least four (4) employees shall meet with the Superintendent or his designee at least one time during the school year, at a time designated by the Superintendent, other than during regular school hours, to review any problems in the area of personnel or building safety.

Safety Committee members should discuss building level safety concerns with the building principal before bringing them to the Safety Committee. The Safety Committee may make recommendations in writing to the Superintendent. Serious safety issues should be brought to the attention of the proper school official when known without waiting for a safety meeting. Any reports received by the Board from any governmental agency dealing with health, safety and sanitary conditions shall be furnished to the Safety Committee.

VIII. EMPLOYEE EVALUATION

A. Administrative Guidelines for Teacher Evaluation

1. The building principal (or appropriate supervisor) acquaint the teacher with the formal evaluation procedures within three weeks after the teacher reports to work. Formal evaluation may not be done until such orientation has been completed.
Reviewing the district evaluation instrument with teachers is a way of reviewing expectations and accomplishing this requirement.
2. The building principal or appropriate supervisor is responsible for the evaluation of a teacher's work.
3. Any district administrator or supervisor may be consulted in an individual employee's evaluation.
4. Principals and appropriate supervisors should feel free to place on record in a teacher's personnel folder any formal or informal observation that has been discussed with the teacher. The observations should be in written form with a copy given to the employee within fifteen (15) working days of the observation. The employee shall be asked to sign the written evaluation, but it is understood that the signature acknowledges only awareness of the evaluation.
5. The Employee shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his personnel file within seven (7) working days of receiving the evaluation. The absence of comments by the Employee shall indicate agreement with the evaluation. The Evaluator shall sign the reply acknowledging receipt of same. A copy of any complaints about an Employee placed in the employee's personnel file shall be provided to the Employee within seven (7) working days. The Employee shall have seven (7) working days to respond to the complaint.
6. An employee, once receiving status as a career teacher, has the right to grieve a formal evaluation on the basis that said evaluation is arbitrary or capricious through the grievance procedure as set forth in this agreement.

B. Probationary Teachers

1. Under the provisions of the Code of Iowa and in the Centerville Public Schools, the first three consecutive years of employment of a teacher in the same school district are a probationary period. However, if the teacher has successfully completed a probationary period of employment for another school district located in Iowa, the probationary period in the current district of employment shall not exceed one year. A board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district and the board may extend the probationary period for an additional year with the consent of the teacher
2. Each probationary teacher shall be formally observed for the purpose of evaluation at least once each semester during the first two years of employment.

Each formal evaluation shall be in writing, with a copy given to the Employee usually within seven (7) working days of the observation. The Employee shall sign the evaluation confirming that a conference has been held. Any written material resulting from an informal evaluation that is to be included in the Employee's personnel file shall be shown to the Employee who will sign the same confirming that a copy has been shown to them.

3. If a fourth year of probation for new or new to Iowa and a second year of probation for other teachers seems desirable, administration, with the consent of the teacher, may extend the probationary period for an additional year. This procedure should be the exception rather than the rule. The final decision regarding extension of the probationary period is made by the administration.
4. Upon completion of the program, the beginning teacher shall have comprehensive evaluation to determine if the teacher meets expectations to move to the career level and have the teachers license renewed. The school district will recommend for a standard license a beginning teacher who is determined through a comprehensive evaluation to demonstrate competence in the Iowa teaching standards. Our school district may offer a beginning teacher a third year of participation in the program if, after conducting a comprehensive evaluation, the school district determines that the teacher is likely to successfully complete the mentoring and induction program by the end of the third year of eligibility. A teacher granted a third year of eligibility shall develop a teacher's mentoring and induction program plan in accordance with this chapter and shall undergo a comprehensive evaluation at the end of the third year. The board of educational examiners shall grant a one-year extension of the beginning teacher's initial license upon notification by the school district that the teacher will participate in a third year of the school district's program.

C. Non-probationary Teachers

1. All non-probationary teachers shall be observed and their effectiveness evaluated at least annually.
2. Annual evaluations shall be based on one or more observations. Information collected during observations will be discussed with the teacher, reduced to writing, signed by the teacher, and may contribute to conclusions contained in a subsequent summative performance rating.
3. At least every third year, performance reviews shall be conducted. Performance review means a summative evaluation of a teacher other than a beginning teacher and is used to determine whether the teacher's practice meets school district expectations and the Iowa teaching standards, and to determine whether the teacher's practice meets school district expectations for career advancement in accordance with section 284.7.

The purposes of the performance review include:

- a. assisting teachers in making continuous improvement,
- b. documenting continued competence in the Iowa teaching standards,
- c. identifying teachers in need of improvement, or
- d. determining whether the teacher's practice meets school district expectations for career advancement in accordance with section 284.7.

The performance review shall include, at minimum, a **20 minute duration** classroom observation of the teacher, the teacher's progress, and implementation of the teacher's individual career development plan; shall include supporting documentation from other evaluators, teachers, parents, and students; and may include video portfolios as evidence of teaching practices.

4. If the formal evaluations identify areas of deficiencies and when deficiencies are rated as "fails to meet" district standards, the employee shall be expected to submit a written program of improvements to be drawn by the employee and approved by the principal, which approval shall not be unreasonably withheld. The employee's plan shall include a timetable for the correction of deficiencies and re-evaluation. Following remediation, subsequent evaluation reports that fail to note the same deficiency shall be interpreted to mean adequate improvement has taken place or that the deficiency was not observed.

Although the agreement properly places the responsibility for improvement on the shoulders of the employees, state law also require the district to have an intensive assistance plan in place to assist the teachers. Appendix I of this document outlines that plan.

5. If a Performance Review Rating indicates outstanding performance options are available to recognize that outstanding performance.
 - a. Both the teacher and the evaluator will provide comments for each of the teaching standards adopted by the district. The teacher and evaluator may use the Comments section of the instrument to describe outstanding performance.
 - b. The evaluator may write letters of commendation, with copies placed in the teacher's personnel file and sent to the appropriate director and/or supervisor. The evaluator may write informal notes thanking the individual for the employee's contributions and efforts.

IX. PERSONNEL

A. Sick Leave Provision

1. Number of Days of Sick Leave: An employee shall have sick leave as follows:

10 days	-	First Year of Service
11 days	-	Second Year of Service
12 days	-	Third Year of Service
13 days	-	Fourth Year of Service
14 days	-	Fifth Year of Service
15 days	-	Sixth Year of Service and all Succeeding

One additional day per year will be granted to each employee who is employed on an extended contract basis. Unused sick leave may be accumulated to a maximum total of One Hundred Twenty (120) days available in a year which includes the Fifteen (15) days for the

current year. For each employee on a maximum extended contract basis, sick leave shall be prorated.

2. Definitions: Illness, Injury, or Pregnancy: An employee shall be allowed sick leave when he/she is unable to perform the duties of his/her employment because of personal illness, injury or pregnancy. In the event the employee is absent due to personal injury, illness or pregnancy, the Superintendent may require the employee to furnish a statement from a licensed physician stating that he/she was unable to perform such duties for the period of his absence and that he/she is now physically able to return to work.
3. Other provisions. Up to six weeks of sick leave may be used for new adoptions if the following criteria are met.
 - A. The newly adopted child is less than mandatory school age.
 - B. The adoption takes place during the school year. If not the six week duration period starts with the effective date of the child moving into the home.

B. Flexible Leave Days

An employee shall be allowed four (4) flexible leave days each year, at the discretion of the employee, without any loss of pay. No flexible leave days may be taken on the day of parent/teacher conferences or immediately prior to or immediately following a school vacation or holiday without the written approval of the superintendent. Prior to taking any flexible leave days (at least 48 hours, if possible), each employee shall notify his/her principal or immediate supervisor. Flexible leave days may be taken in increments of one-half day.

C. Flexible Leave Bank

An employee may bank up to four (4) unused flexible leave days per year. Up to 60 days may be accumulated in the bank with a buy-back at retirement of 70% of the current daily substitute rate. Banked days are for employee emergencies or family illness as approved by superintendent. When an individual's bank reaches ten (10) days or more, two (2) bank days may be used upon written request without superintendent's approval. Flexible leave bank days may only be used after current year flexible leave days have been exhausted.

D. Bereavement Leave

In the event of a death in the immediate family five (5) days of absence with full pay may be granted per occurrence. The immediate family shall be construed to mean parent, brother, sister, parent-in-law, brother-in-law, sister-in-law, spouse, child, step child, son-in-law, daughter-in-law, guardian, ward, foster parent, foster brother, foster sister, foster child, step parent, step brother, step sister, grandparent, grandchild, and grandparent-in-law. In the case of the death of other relatives, one (1) day of absence with full pay shall be granted.

E. Extended Leave for Death or Serious Illness

After all other applicable leaves have been exhausted, an employee may be allowed by the superintendent to use sick leave in the event of the death or serious illness of the employee's father, mother, brother, sister, wife, husband, and children, or other relative whose regular residence is in the home of the employee and on the spouse's side, mother, father, sister and brother.

F. Association Leave

A total of fourteen (14) days with pay per year shall be available for employees for Association business, including attending I.S.E.A. Delegate Assembly. The Association shall pay the normal cost of the substitute teacher for all days utilized under this agreement. The president of the Centerville Education Association must sign the leave application form prior to submittal to the administrator.

G. Professional Days

An employee may be granted professional days at the discretion of the Superintendent, without loss of salary. This provision is intended to encourage reasonable attendance at professional meetings during the school year. Professional days may be used for the purpose of conferences, workshops or seminars conducted by universities, colleges or other education institutions or organizations or to visit and view other instructional techniques or programs. An employee requesting a professional day should notify his principal in writing at least one week in advance of the proposed day. To the extent that there are funds available in the budget, the employee may be reimbursed for mileage, registration fees, room and meals.

H. Other Leave

Other temporary leaves of absence may be granted without pay at the discretion of the Superintendent.

I. General

1. Permanent Record: A permanent record of sick leave and business leave shall be kept. A teacher's sick leave record shall be provided on the monthly paycheck stub. At the beginning of each year, the teacher shall be notified of the leave accumulation and can have any errors corrected. Errors detected on the monthly stubs should be corrected as soon as possible.
2. Emergency: Sick leave provisions are intended to cover only emergency or necessary surgery. If the employee's doctor is of the opinion that any elective surgery may be postponed or delayed until a vacation period, without injury or risk to the health of the employee, then the employee shall not be entitled to sick leave for such elective surgery.
3. Ordinarily no more than one employee in a single unit building (Cincinnati, Mystic, Lincoln, Garfield, Appanoose County High School, Centerville Early Childhood Special Education Preschool, and Education Center) nor two employees in the other elementary buildings or junior high building, nor three employees in the high school, shall be on leave on the same day for professional, flexible leave, or Association days. In applying this limitation, the employees on sick leave, on bereavement, or extended leave for death or serious illness shall not be counted.
4. All leave days may be taken on a one-half day basis.

J. Extended Leave - Illness or Disability

An employee who is unable to work because of personal illness or disability; or illness, disability or death of a member of his/her immediate family, and who has exhausted all sick leave accumulated, shall be granted a leave of absence, without pay for the duration of the current contract period, or until he is able to return to work, whichever occurs first. The Board shall continue all fringe benefits provided by this Agreement during such leave of absence until the end of the current contract period.

K. Extended Leave - Other

Other temporary leave of absence without pay may be granted for a period of not to exceed one (1) year and the employee may then return to his/her former position. Such temporary leaves of absence may be renewed by the Superintendent for one (1) additional year, however, the employee is not guaranteed the right to return to his/her former position, but such employee will be employed in the next available position for which he or she is qualified. During such leave of absence, the employee, if the carrier permits, may elect to continue any fringe benefits, provided by this Agreement, at the employee's expense.

L. Job Related Injuries

In the event an employee is injured in the course of his/her employment and receives worker's compensation benefits, the employee shall be informed of his/her right to choose whether or not to supplement worker's compensation benefits by reducing the employee's sick leave as provided by law.

M. Miscellaneous Personnel Policies

1. Employee's Absence: Employees absent beyond sick leave, or during any extended leave, or for any reason not authorized by the Board shall forfeit 1/188th of their annual salary for each day absent, except in the event the employee is on an extended contract, the denominator of the fraction shall be the total days of the extended contract.
2. Probational Period: Employees new to the Centerville Community School District during the term of this contract who have successfully completed a probationary period in another Iowa School District, will be on probation for their first year of employment in the Centerville Community School District. Employees without teaching experience or who have not successfully completed a probationary period, are on probation for a period of three years. The Board of Directors and individual teacher may mutually agree to extend the probationary period up to one year.
3. Health Examination: Each employee will present evidence of good health in the form of a physical examination report upon initial employment due in the superintendent's office no later than three weeks after the beginning of employment. Individual employees may later be required to submit additional examinations at the district's direction. The District shall pay the portion of the bill not reimbursed by insurance company up to a maximum of \$25.00. If it is necessary for the employee to have any chest x-rays for the purpose of the tuberculosis check, the Board shall pay the additional cost of such x-rays that is not reimbursed by the insurance company.
4. Method of Reimbursement: The employee will present a paid bill for medical examination. A check for reimbursement will then be issued directly to the employee.
5. Jury Duty: All employees called for jury duty shall receive full pay while on jury duty, but any reimbursement received for jury duty must be returned to the school district.

X. TRANSFERS

A. Definition

The movement of an employee to a different assignment, grade level, subject area, or building shall be considered a transfer.

B. Voluntary Transfers

1. Notification of Vacancies:

- a. Date: The Superintendent shall deliver to the Association and list in the administrative newsletter a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies. Notice of any vacancy which arises other than during the in-school work year shall be promptly given to the Association.
- b. Filing Requests: Employees who desire a change in grade and/or subject assignment, or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be transferred, in order of preference. Such request for transfers and reassignments for the following years shall be submitted not later than May 1 or December 1 for the second semester.

2. Transfers Denied: If a transfer is denied, the employee shall receive written notification, stating the reasons for denial, within ten (10) school days of the date the vacancy is filled.

C. Involuntary Transfers

Involuntary transfers shall not be made for arbitrary or capricious reasons and shall not be utilized as any means of reprisal of any kind against any employee.

XI. WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule C which is attached hereto and made part hereof. Each employee shall receive a pro rata share of Phase II money according to the same formula followed in 1988-89.

B. Placement on Salary Schedule

1. Adjustments to Salary Schedule: Each employee shall be placed on the proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph two below.
2. Credit for Experience: Credit shall be given for previous outside teaching experience in an accredited school upon initial employment. The amount of previous experience given and educational lane placement shall be determined in the initial individual contract. The amount of previous experience given and educational lane placement shall not exceed the maximum to which the new employee would be entitled.

C. Method of Payment

1. Pay Periods: Each employee shall be paid in twelve (12) equal installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular school days or may request direct deposit at a designated financial institution. New employees will be required to use direct deposit for a minimum of the first month of compensation.

2. Exceptions:

- a. When a pay date falls on or during a school holiday vacation or weekend, employees shall receive their pay checks on the last previous workday.
- b. Employees who are new in the teaching profession may, at their option, elect to receive up to 50% of the first salary installment after the completion of the first 10 work days of employment.

D. Advancement on Salary Schedule

1. Increments: Employees on the regular salary schedule shall be granted an increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached, however, the Board may withhold one or more yearly increments for unsatisfactory performance. A year of service in the Centerville Community School District consists of ninety (90) teaching days or more in one school year. A year of service in another school district consists of one hundred twenty (120) teaching days or more in one school year.
2. Educational Lanes: Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding step on the higher lane. Employees must inform the superintendent of the intent to change lanes no later than June 15. All requests for advancements from one educational lane to a higher educational lane must be supported by an official college transcript of credits delivered by the employee to the Superintendent by November 5. The employee shall be entitled to advance from one educational lane to another if all class work to qualify the employee for the higher lane has been successfully completed by August 15. The move shall be effective as of the beginning of the in-school work year.

E. Miscellaneous Wage Matters

1. Summer Checks: Summer checks shall be mailed to the employee if the employee has provided the administration office addressed, stamped envelopes for this purpose.
2. Financed Work
 - a. Rate of Pay: Employees shall be paid at the agreed upon rate.
 - b. Method of Payment
 - (1) For State allocated funds such as Teacher Compensation, and Teacher Quality - employees shall be paid in two installments, by December 10th and by June 10th.
 - (2) Additional Professional Development days will be paid by December 10th and by June 10th provided the days worked are prior to said date.
3. Project Work:
 - a. Rate of Pay: Employees shall be paid at the rate of pay designated in Schedule "D".
 - b. Method of payment:

Such as writing curriculum, teaching summer school, and attending optional in-district sponsored professional development programs - employees shall be paid on the next regular pay period following completion of approved projects.

XII. SUPPLEMENTAL PAY

A. Extra-Curricular Duties

1. Performance: An employee may agree to perform extra-curricular activities and thereafter shall continue to perform such extra-curricular activities until released therefrom by the Board, unless the agreement on the part of the employee to perform said extra-curricular activities specifies the duration of such performance.
2. Supplemental Pay: Employees performing extra-curricular activities listed in Schedule D shall receive supplemental pay, in addition to their regular salary, in an amount set forth in said Schedule for each sub extra-curricular activity performed.

B. Travel Expenses

The Board may require employees to use their personal automobile in performance of their duties and shall reimburse employee for all such travel at the rate of \$.34 per mile. An employee required to teach in more than one school building shall be reimbursed for the mileage from the building of initial contact each day to the other building or buildings and return to the initial building or his personal residence, whichever is closer.

XIII. INSURANCE

A. Types

The Board shall provide employees the opportunity to purchase health, major medical, dental and long-term disability insurance either comparable to that provided in the previous school year or on such other basis as may be mutually satisfactory to the Board and Association. Insurance program carriers may be changed only with the mutual agreement of the Board and the Association.

B. Coverage

Newly hired employees shall be covered under the Health and Major Medical Insurance and Dental Insurance protection on the first day of the month following the start of their contract duties and shall be covered for the Disability Insurance protection on the first day of the start of their contract duties.

C. Payment of Premium

The Board shall arrange for a "Section 125" benefit plan which allows employees to pay for insurance on a pretax basis. The Board shall add \$510 per month for 2006-07 to the salary generated by the salary schedule which the employee may use in whole or in part to purchase insurance benefits. Part-time employees covered by the provisions of this agreement shall receive a proportion of that monthly benefit in proportion to which they are full-time.

D. Forms

The Board will provide information with respect to the insurance and supply any necessary forms or applications for enrollment.

XIV. USE OF DISTRICT PRINTING FACILITIES

A. Use Of

The Association shall have the use of district printing facilities and shall reimburse the district for the cost of the paper at a rate of five cents per copy. The association shall have the use of copy machines, computers, and other equipment in the building with the permission of the building principal and the payment of a reasonable fee.

XV. COMPLIANCE CLAUSES AND DURATION

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law and the Board and the Association shall enter into immediate negotiations to replace said provision. All other provisions or applications shall continue in full force and effect.

B. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or letter

at the following designated address or at such other address as may be designated by a party in written notification to the other party.

1. If by Association to Board,
at P.O. Box 370, Centerville, Iowa 52544.
2. If by Board to Association,
to the address of the CEA President.

C. Duration

This Agreement shall be effective as of July 1, 2005 and shall continue in effect to June 30, 2006.

D. Execution

This Agreement shall be executed in duplicate and an executed copy thereof furnished to each party.

CENTERVILLE EDUCATION
ASSOCIATION

By Joan Mabley
President

Date 7-24-06

CENTERVILLE COMMUNITY
SCHOOL DISTRICT

By Kristi L. Hoffmann
President

Date 7/24/06

Salary Schedule C
Centerville Community School District

Year 2006-07

STEP	BA (.04)		BA+12 (.04)		BA+24 (.04)		MA (.04)		MA+12 (.04)		MA+24 (.04)		MA+36 (.04)	
	IND	SCH.	IND	SCH.	IND.	SCH.	IND.	SCH.	IND.	SCH.	IND.	SCH.	IND.	SCH.
1	1.08	\$27,615	1.12	\$28,637	1.16	\$29,660	1.20	\$30,683	1.24	\$31,706	1.28	\$32,728	1.32	\$33,751
2	1.08	\$27,615	1.12	\$28,637	1.16	\$29,660	1.20	\$30,683	1.24	\$31,706	1.28	\$32,728	1.32	\$33,751
3	1.08	\$27,615	1.12	\$28,637	1.16	\$29,660	1.20	\$30,683	1.24	\$31,706	1.28	\$32,728	1.32	\$33,751
4	1.12	\$28,637	1.16	\$29,660	1.20	\$30,683	1.24	\$31,706	1.28	\$32,728	1.32	\$33,751	1.36	\$34,774
5	1.16	\$29,660	1.20	\$30,683	1.24	\$31,706	1.28	\$32,728	1.32	\$33,751	1.36	\$34,774	1.40	\$35,797
6	1.20	\$30,683	1.24	\$31,706	1.28	\$32,728	1.32	\$33,751	1.36	\$34,774	1.40	\$35,797	1.44	\$36,819
7	1.24	\$31,706	1.28	\$32,728	1.32	\$33,751	1.36	\$34,774	1.40	\$35,797	1.44	\$36,819	1.48	\$37,842
8	1.28	\$32,728	1.32	\$33,751	1.36	\$34,774	1.40	\$35,797	1.44	\$36,819	1.48	\$37,842	1.52	\$38,865
9	1.32	\$33,751	1.36	\$34,774	1.40	\$35,797	1.44	\$36,819	1.48	\$37,842	1.52	\$38,865	1.56	\$39,888
10	1.36	\$34,774	1.40	\$35,797	1.44	\$36,819	1.48	\$37,842	1.52	\$38,865	1.56	\$39,888	1.60	\$40,910
11	1.40	\$35,797	1.44	\$36,819	1.48	\$37,842	1.52	\$38,865	1.56	\$39,888	1.60	\$40,910	1.64	\$41,933
12	1.44	\$36,819	1.48	\$37,842	1.52	\$38,865	1.56	\$39,888	1.60	\$40,910	1.64	\$41,933	1.68	\$42,956
13	1.48	\$37,842	1.52	\$38,865	1.56	\$39,888	1.60	\$40,910	1.64	\$41,933	1.68	\$42,956	1.72	\$43,979
14			1.56	\$39,888	1.60	\$40,910	1.64	\$41,933	1.68	\$42,956	1.72	\$43,979	1.76	\$45,001
15					1.64	\$41,933	1.68	\$42,956	1.72	\$43,979	1.76	\$45,001	1.80	\$46,024
16					1.64	\$41,933	1.72	\$43,979	1.76	\$45,001	1.80	\$46,024	1.84	\$47,047
17					1.64	\$41,933			1.80	\$46,024	1.84	\$47,047	1.88	\$48,070
18					1.64	\$41,933			1.84	\$47,047	1.88	\$48,070	1.92	\$49,092
19					1.66	\$42,445					1.92	\$49,092	1.96	\$50,115
20											1.96	\$50,115	2.00	\$51,138
21													2.04	\$52,161
22													2.08	\$53,184
23													2.08	\$53,184
24													2.12	\$54,206

Generator Base = \$25,569

A R.N. Certified School Nurse shall receive a salary of 85% of the B.A. lane, including steps.

A B.A. Certified School Nurse shall receive a salary of 100% of the B.A. lane, including steps.

A Certified School Nurse with an M.A. degree within the field, will be placed on the M.A. Lane.

CENTERVILLE COMMUNITY SCHOOL DISTRICT
SUPPLEMENTAL PAY 2006-07 - SCHEDULE "D"

	%AGE--						
<u>H.S. VARSITY:</u>	BASE	DOLLARS	%-MAX.	DOLLARS	%AGE-INC.	DOLLARS	STEPS
FOOTBALL	14.41%	\$3,684.49	18.97%	\$4,850.44	0.38%	\$97.16	12
BASKETBALL	14.41%	\$3,684.49	18.97%	\$4,850.44	0.38%	\$97.16	12
WRESTLING	14.41%	\$3,684.49	18.97%	\$4,850.44	0.38%	\$97.16	12
TRACK	12.98%	\$3,318.86	17.54%	\$4,484.80	0.38%	\$97.16	12
SOCCER	12.98%	\$3,318.86	17.54%	\$4,484.80	0.38%	\$97.16	12
BASEBALL	12.98%	\$3,318.86	17.54%	\$4,484.80	0.38%	\$97.16	12
SOFTBALL	12.98%	\$3,318.86	17.54%	\$4,484.80	0.38%	\$97.16	12
VOLLEYBALL	12.98%	\$3,318.86	17.54%	\$4,484.80	0.38%	\$97.16	12
GOLF	8.67%	\$2,216.83	11.91%	\$3,045.27	0.27%	\$69.04	12
CROSS COUNTRY	8.67%	\$2,216.83	11.91%	\$3,045.27	0.27%	\$69.04	12
TENNIS	8.67%	\$2,216.83	11.91%	\$3,045.27	0.27%	\$69.04	12
<u>H.S. ASSISTANTS:</u>							
FOOTBALL	8.21%	\$2,099.21	11.45%	\$2,927.65	0.27%	\$69.04	12
BASKETBALL	8.21%	\$2,099.21	11.45%	\$2,927.65	0.27%	\$69.04	12
WRESTLING	8.21%	\$2,099.21	11.45%	\$2,927.65	0.27%	\$69.04	12
WEIGHT ROOM							
SUPERVISION	8.21%	\$2,099.21	11.45%	\$2,927.65	0.27%	\$69.04	12
TRACK	7.21%	\$1,843.52	10.45%	\$2,671.96	0.27%	\$69.04	12
BASEBALL	7.21%	\$1,843.52	10.45%	\$2,671.96	0.27%	\$69.04	12
SOFTBALL	7.21%	\$1,843.52	10.45%	\$2,671.96	0.27%	\$69.04	12
VOLLEYBALL	7.21%	\$1,843.52	10.45%	\$2,671.96	0.27%	\$69.04	12
<u>JUNIOR HIGH:</u>							
FOOTBALL	6.50%	\$1,661.99	9.74%	\$2,490.42	0.27%	\$69.04	12
BASKETBALL	6.50%	\$1,661.99	9.74%	\$2,490.42	0.27%	\$69.04	12
WRESTLING	6.50%	\$1,661.99	9.74%	\$2,490.42	0.27%	\$69.04	12
TRACK	5.34%	\$1,365.38	8.10%	\$2,071.09	0.23%	\$58.81	12
VOLLEYBALL	5.34%	\$1,365.38	8.10%	\$2,071.09	0.23%	\$58.81	12
<u>OTHERS:</u>							
H.S. INSTRUMENTAL	12.98%	\$3,318.86	17.54%	\$4,484.80	0.38%	\$97.16	12
J.H. INSTRUMENTAL	9.54%	\$2,439.28	13.26%	\$3,390.45	0.31%	\$79.26	12
ELEM.							
INSTRUMENTAL	9.54%	\$2,439.28	13.26%	\$3,390.45	0.31%	\$79.26	12
A.V. DIRECTOR	8.67%	\$2,216.83	11.91%	\$3,045.27	0.27%	\$69.04	12
H.S. VOCAL	8.02%	\$2,050.63	10.78%	\$2,756.34	0.23%	\$58.81	12
FFA	7.21%	\$1,843.52	10.45%	\$2,671.96	0.27%	\$69.04	12
DRAMATICS	5.56%	\$1,421.64	7.84%	\$2,004.61	0.19%	\$48.58	12
H.S. CHEERLEADERS	5.56%	\$1,421.64	7.84%	\$2,004.61	0.19%	\$48.58	12
STUDENT							
NEWSPAPER	5.03%	\$1,286.12	6.83%	\$1,746.36	0.15%	\$38.35	12
STUDENT YEARBOOK	5.03%	\$1,286.12	6.83%	\$1,746.36	0.15%	\$38.35	12
H.S. STUDENT							
COUNCIL	5.03%	\$1,286.12	6.83%	\$1,746.36	0.15%	\$38.35	12
J.H. VOCAL	4.76%	\$1,217.08	7.04%	\$1,800.06	0.19%	\$48.58	12
MODEL U.N.	4.24%	\$1,084.13	5.56%	\$1,421.64	0.11%	\$28.13	12
SPEECH	4.03%	\$1,030.43	5.83%	\$1,490.67	0.15%	\$38.35	12
FCCLA	4.03%	\$1,030.43	5.83%	\$1,490.67	0.15%	\$38.35	12
LAKEVIEW VOCAL	4.03%	\$1,030.43	5.83%	\$1,490.67	0.15%	\$38.35	12
J.H. CHEELEDERS	3.36%	\$859.12	4.32%	\$1,104.58	0.08%	\$20.46	12

JR.-SR. PROM	3.24%	\$828.44	4.56%	\$1,165.95	0.11%	\$28.13	12
MOCK TRIAL/MODEL							
LEG.	3.24%	\$828.44	4.56%	\$1,165.95	0.11%	\$28.13	12
PHOTO	3.24%	\$828.44	4.56%	\$1,165.95	0.11%	\$28.13	12
ASSISTANT DRAMA	2.58%	\$659.68	3.90%	\$997.19	0.11%	\$28.13	12
J.H. YEARBOOK	2.58%	\$659.68	3.90%	\$997.19	0.11%	\$28.13	12
J.H. STUDENT							
COUNCIL	1.63%	\$416.77	2.59%	\$662.24	0.08%	\$20.46	12
NATIONAL HONOR							
SOCIETY	1.63%	\$416.77	2.59%	\$662.24	0.08%	\$20.46	12

Supplemental Salary Schedule D

Centerville Community School District

Year 2006-2007

SUMMER DRIV.ED. PAY	\$ 21.66/PER HOUR	Reviewed annually and adjusted by same percentage as the total package increase.
YOUNG WRITER'S WRSHIP	\$ 15.00/PER HOUR UP TO 30 HOURS	
PROJECT WORK	\$ 20.00/PER HOUR	

Letters of Agreement

634 North Main
Phone 641-856-0601
Fax 641-856-0656

CENTERVILLE COMMUNITY SCHOOL

POST OFFICE BOX 1
CENTERVILLE, IOWA 52544-0001

February 6, 2001

Letter of Agreement

The Centerville Education Association and the Centerville Community School District hereby affirm the following interpretation of leave of absence to be used for employees to attend funerals of past or present employees. This letter is intended to interpret and clarify existing language in the negotiated agreement. It is not intended to modify funeral leave for employees in any format other than stated below. This Letter of Agreement was developed to communicate the intent of the district, to accommodate, as much as reasonable, employees attending funerals of past or present employees.

As of the date of the signing of this agreement by both parties, employees shall be allowed to attend the funeral of a school employee or former school employee providing the following criteria are met:

1. The employee requests permission to attend.
2. If needed, a building meeting will be held and employees will develop a written plan for supervision and instruction of children during the time of the funeral.
3. The plan for supervision and instruction is reviewed and accepted by the building principal.

If adequate plans can be developed, the suggested limit on acceptable leaves per building in the master contract would be suspended for these particular funerals.

Susan McDanel
Susan McDanel
For the Association
April 16, 2001
Date

Marvin Judkins
Marvin Judkins
For the District
April 15, 2001
Date

634 North Main
Phone 641-856-0601
Fax 641-856-0656

CENTERVILLE COMMUNITY SCHOOLS

POST OFFICE BOX 370
CENTERVILLE, IOWA 52544-0370

May 13, 2003

As per the negotiated agreement through the IBB process, beginning with the 2003-2004 school year, the language on this Letter of Agreement is to be changed as follows: Any place that refers to "K-6" teachers should be changed to read "PreK-8" and "K-12" teachers should be changed to read "PreK-12."

Susan McDanel
Susan McDanel
For the Association
May 29, 2003
Date

Richard Turner
Richard Turner
For the District
5/13/03
Date

May 21, 2001

Letter of Agreement

The Centerville Education Association and the Centerville Community School District mutually agree upon this letter of understanding. This letter is intended to supplement and define "Article VI Staff Reduction" of the master contract. It is not intended to replace or supercede that article.

This letter is intended to clarify and to provide guidance to the association, administration, and board as they implement the staff reduction language. It is also intended to guide any third party neutral or arbitrator in deciding issues of dispute between the district and the association.

Once the district determines the need for staff reductions, reductions will be made in the area or assignment.

- I. **Areas or Assignments:** The groupings for the areas or assignment include:
- a K-6 teachers. All teachers with K-6 assignments will be considered one grouping. This group will include classroom teachers, Chapter I teachers, guidance counselors, TAG teacher, grant supported teachers, music teachers, media/librarians, physical education teachers, art teachers, and K-6 special education teachers. New assignments created in the future will also be included in this grouping if K-6 teacher certification is required for the position.

b 7-12 teachers. Teachers with 7-12 assignments are divided into the following groups:

- | | | |
|---|------------------------|-----------------------------|
| 1. Math. | 2. Language Arts. | 3. Spanish. |
| 4. French. | 5. Science. | 6. Social Studies. |
| 7. Industrial Arts. | 8. Home Economics. | 9. Art |
| 10. Instrumental Music | 11. Vocal Music | 12. Vocational Agriculture. |
| 13. Guidance Counseling. | 14. Physical Education | 15. Special Education. |
| 16. Business Education | 17. TAG. | 18. Media/Library |
| 19. Any new assignments, requiring teacher certification. | | |

c. School Nurse(s).

II. Reducing Positions: When the administration determines a need to reduce the number of teaching positions, i.e., those included in "Article I Recognition" of the Master Contract, the positions will be eliminated before action is taken on terminating individuals' contracts. Specific positions for elimination will be determined, such as fourth grade regular classroom or high school history. (K-6 positions are eliminated by grade and building.)

III. Affected Employees: Once a specific position is determined for reduction, the least senior person holding that position will be notified, by the superintendent or designee, of the pending recommendation to eliminate a position. This notification may occur prior to board action on the recommendations. (For example, a decision is made to eliminate the number of sections in Grade X. The least senior teacher in Grade X will be notified of the action).

Within five calendar days of being notified of the pending position elimination, the affected employee must formally notify the superintendent that the employee intends to replace the least senior teacher within the same group for the area or assignment. (For example, the least senior teacher in Grade X may be more senior than several teachers in other grades. The least senior teacher in Grade X is only certified to teach in a regular classroom. The least senior teacher in Grade X could then replace (bump) the least senior regular classroom teacher at some other grade. The teacher first involved in the staff reductions must replace the least senior employee in the group for which the teacher is certified.)

This replacement is contingent upon having or being eligible for proper certification for the new position within five days. The affected teacher must replace the least senior employee within the assignment for which the affected teacher is properly certified. Except for the least senior teacher being replaced, no teacher must transfer to accommodate a teacher being reduced in staff.

If the replacement results in a different employee being the subject of the staff reduction, that new employee can replace the least senior employee within the assignment for which the newly affected teacher is properly certified. This replacement process will continue as long as the newly affected employee is eligible for proper certification and there are less senior employees in the group. (This process might continue two or three times within the K-6 group but probably will not happen often within the sub groups of the 7-12 group.)

Employees whose positions are being eliminated can not replace employees in other groups. A more senior teacher could get temporary certification and replace a less senior properly certified teachers only if the more senior teacher was eligible for the certification within five calendar days of being notified the teacher's position was being recommended for elimination.

- IV. Seniority:** An employee's seniority is determined by the first date of hire in the district. If an employee transfers to a different assignment, the employee seniority in the new group is still from the first date of hire in the district. The employee will not retain seniority in the group from which the employee transferred. A teacher with current assignments in two or more groups has seniority in all groups assigned.
- V. Notification:** All notifications in this agreement must be in writing but not necessarily in the format used for teacher contract non-renewal.
- VI. Recall Rights:** Teachers retain recall rights for any position for which they are eligible for two years after the board voted to reduce their positions and terminate their contracts. The effective date of the start of the recall rights period is the last teacher contract day prior to the effective year of the staff reduction. The recall right exists for two calendar years of the last contract day of the effective year of the staff reduction. Recall notification will be in writing. An employee has five calendar days to accept or reject the recall. Rejecting a recall does not forfeit future recall rights but does not change the duration of the recall right.
- VII. Proper Certification:** "Proper Certification" means the employee is authorized the State of Iowa for the specific teaching assignment for the assigned year. Temporary (conditional) certification is proper certification. Substitute certification is not proper certification because it is only valid for 90 school days.
- VIII. Grandfather Clause:** Notwithstanding the groupings provided in Paragraph I. Areas or Assignments, Centerville Community School District teachers who taught the following assignments during the 2000-01 school year have the option of choosing seniority and replacement (bumping) rights within their assignment area on a K-12 basis. These identified areas of exception include Art, Media/Library, Instrumental Music, Vocal Music, and Physical Education. It is intended that this K-12 seniority and bumping rights are to be retained by those employees the duration of their uninterrupted employment in the Centerville Community School District. Once an employee chooses between the K-12 seniority or the appropriate category listed in Paragraph I. Areas or Assignments, they may not change their classification.

Susan McDanel
Susan McDanel
For the Association
4-15-02

Date

Marvin Judkins
Marvin Judkins
For the District
4-23-02

Date

634 North Main
Phone 641-856-0601
Fax 641-856-0656

CENTERVILLE COMMUNITY SCHOOLS

POST OFFICE BOX 370
CENTERVILLE, IOWA 52544-0370

February 16, 2004

Letter of Agreement

The Centerville Education Association and the Centerville Community School District mutually agree upon this letter of understanding. This letter is intended to supplement and define "Supplemental Salary Schedule D" of the master contract.

If, as of June 1st, a supplemental position opening remains unfilled for the upcoming school year, it will be assumed by both parties that a bona fide effort was made to fill the position and a plan needs to be disclosed as to the district's intentions of maintaining the program.

It is agreed that when positions can't be filled for programs that require multiple positions, the total pool of money for the activity will remain the same and the Athletic Director and/or the activities supervisor along with the remaining staff involved will determine the compensation package and duties for the remaining staff members. The Centerville Education Association and the District's representative (Superintendent) will sign the agreement as to their support of the final compensation arrangement.

This agreement is in effect as of March 1, 2004 through March 1, 2006, to be reviewed for the 2006-2007 contract year.

Susan McDanel
Susan McDanel
For the Association

6/15/04
Date

Richard Turner
Richard Turner
For the District

June 14, 2004
Date

634 North Main
Phone 641-856-0601
Fax 641-856-0656

CENTERVILLE COMMUNITY SCHOOLS

POST OFFICE BOX 370
CENTERVILLE, IOWA 52544-0370

February 16, 2004

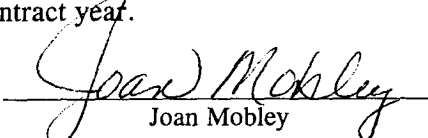
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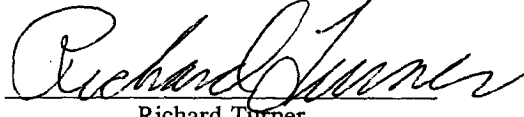
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This agreement is in effect as of March 1, 2004 through March 1, 2008, to be reviewed for the 2008-09 contract year.


Joan Mobley
For the Association

7-24-06
Date


Richard Turner
For the District

7-24-06
Date